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(A)

123-2009-000191

CENTRO DE ORIENTACION Y AYUDA PSIQUIATRICA INC  
660-52-2255

E-6890-111-1230000-1078-004-2009

WILDA RAMOS ROMAN

ACTING SUB- SECRETARY/FAMILY AFFAIRS DEPARTMENT

CARMEN R. NAZARIO

ACTING ADMINISTRATOR/ADFAN

**COMMONWEALTH OF PUERTO RICO  
FAMILY AFFAIRS DEPARTMENT**

**FAMILY AND MINORS ADMINISTRATION  
SAN JUAN, PUERTO RICO**

-----**OF THE FIRST PART: FAMILY AFFAIRS DEPARTMENT** represented in this act by Acting Sub-Secretary, WILDA RAMOS ROMAN, of legal age, single and resident of Toa Baja, Puerto Rico, under the authority conferred by Law 171 of June 30, 1968, as amended, and the Reorganization Plan Number 1 of July 28, 1995, and the **FAMILY AND MINORS ADMINISTRATION OF THE FAMILY AFFAIRS DEPARTMENT**, with the Employer Identification Number 660-43-3481, represented in this act by the Administrator, Carmen R. Nazario, of legal age, married and resident of Bayamón, Puerto Rico, empowered by the provisions of Law no. 171 of June 30, 1968, as amended and in accordance with the Reorganization Plan Number 1 of July 28, 1995.-----

-----When this contract refers to the FIRST PART regarding aspects of a fiscal or operational nature, it will be understood as referring to the Family and Minors Administration of the Family Affairs Department.-----

-----**OF THE SECOND PART: CENTRO DE ORIENTACION Y AYUDA PSIQUIATRICA INC. (COUNSELING AND PSYCHIATRIC AID CENTER INC.)**, a Corporation organized for profit, under the laws of the Commonwealth of Puerto Rico, registered in the Department of State of Puerto Rico with the number 161912 and whose Employer Identification number is 660-52-2255, number of tendered 10056 with a valid

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certificate of eligibility granted by the General Services Administration, represented in this act by its Director of Operations and Business, **LEILA YASMÍN MARTINEZ BUITRAGO**, of legal age, married and resident of Canovanas, Puerto Rico, duly authorized by a Notarized Corporate Resolution.-----

-----The parties hereby declare that they have the necessary legal capacity for this grant and in that freely and voluntarily capacity: -----

**STATE**

-----The Family Affairs Department is empowered under Act No. 177 of August 1, 2003 and Section 423 of Act No. 171, mentioned above, to contract the services of any private or public agency to fulfill its responsibilities, that are conferred on them in the Law, provided that the appropriate measures are taken to ensure continuous attention to cases and fiscal responsibility. -----

-----Family and Minors Administration of the Family Affairs Department under Act No. 177 of August 1, 2003, better known as the "Law for the Welfare and Protection of Children", has decided to contract the specialized services of CENTRO DE ORIENTACION Y AYUDA PSIQUIATRICA INC (COUNSELING AND PSYCHIATRIC AID CENTER INC) for the Administration of a Program of Therapeutic Foster Homes for children and youth in the custody of ADFAN.-----

-----The Second Part is a private Corporation with experience in the provision of services in the area of mental health. It is recognized for offering specialized psychological services for children, youth and adults with emotional behavioral problems.-----

-----The Parties appearing undertake to comply with their obligations in accordance with the following: -----

**CLAUSES AND CONDITIONS**

-----**FIRST:** The parties agree to formalize this contract to offer **Therapeutic Foster**

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	<p><b>Homes Services</b> to children between the ages of 5 to 20 years with emotional and behavioral problems, including mild and moderate mental retardation in accordance with the provisions of the PROPOSAL presented, which is made an integral part of this contract as Annex I.-----</p> <p>-----<b>SECOND:</b> THE SECOND PART will evaluate the minor referred by THE FIRST PART using all the clinical and educational documents presented by the minors, including diagnoses, psychiatric and / or psychological evaluations and any other document that includes previous interventions with the minors.-----</p> <p>-----<b>THIRD:</b> The services will be offered through the Therapeutic Foster Homes provided by the Second Part, psychological / psychiatric services may be offered at CENTRO DE ORIENTACION Y AYUDA PSIQUIATRICA INC (COUNSELING AND PSYCHIATRIC AID CENTER INC), in Canovanas, Puerto Rico or through an authorized provider.-----</p> <p>-----<b>FOURTH: NATURE OF THE SERVICE:</b> The SECOND PART comply to provide the following services: -----</p> <ol style="list-style-type: none"><li>1. Placement in Therapeutic Home, Levels of Care and Supervision. -----</li><li>2. Outpatient, Psychological and Psychiatric Services. -----</li><li>3. Recruitment, Selection and Training of Foster Parents. -----</li><li>4. Pre-qualification of Homes for the First Part. -----</li><li>5. Additional annual training. -----</li><li>6. Multidisciplinary evaluation-----</li><li>7. Individual Service Plan. -----</li><li>8. Case management, coordination and communication of cases. -----</li><li>9. Client orientation. -----</li><li>10. Supervision and Monitoring of Services to Therapeutic Foster Homes-----</li><li>11. Crisis and emergencies management. -----</li></ol>
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	<p>12. Referrals for other services. -----</p> <p>13. Follow -up. -----</p> <p>14. Documentation, reports and client files. -----</p> <p>15. Provide staff and qualified personnel. -----</p> <p>16. Support groups for foster parents. -----</p> <p>17. Direct service to children and youth. -----</p> <p>18. Direct service to biologic parents. -----</p> <p>19. Direct services to ADFAN. -----</p> <p>20. Preparation of Administrative and Clinical Manuals.-----</p> <p>21. Emergency services coordinated and approved by the Central Level with a maximum stay of 10 days.-----</p> <p>22. Validate offered services thru invoicing the Second Part. -----</p> <p>----<b>FIFTH:</b> The SECOND PART will have the responsibility of maintaining a file of the minors that contains the following information: -----</p> <p>1. Personal information of the minor. -----</p> <p>2. Photograph. -----</p> <p>3. Insurance card and vaccines. -----</p> <p>4. Copy of social security card and birth certificate. -----</p> <p>5. Name and address of the case worker. -----</p> <p>6. Date of entrance and exit, including evasions. -----</p> <p>7. Plan of visits and duration of the same. -----</p> <p>8. School Reports. -----</p> <p>9. Medical Treatments and Prescriptions. -----</p> <p>10. Participation of activities and organizations of the minor.-----</p> <p>11. Any other than the First Part requests to comply with the provisions of Federal or</p>
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	<p>State Law. -----</p> <p>-----This file must be in place that guarantees confidentiality and controlled access. -----</p> <p>-----<b>SIXTH:</b> The SECOND PART undertakes to submit a monthly progress report regarding minors to the FIRST PART, indicating the services provided and the progress made by them in line with their treatment plan. This report must be submitted at the central level five days after the expired month with attention to the Auxiliary Administrator of Substitute Care and Adoption.-----</p> <p>-----<b>SEVENTH:</b> THE SECOND PART undertakes to notify verbally and in writing to the case manager of any relevant information.-----</p> <p>-----<b>EIGHT:</b> THE SECOND PART agrees to notify WITH THIRTY (30) days in advance of the FIRST PART the need to relocate to another home or institution. In the event of an emergency with the Therapeutic Foster Home the SECOND PART will immediately notify the FIRST PART of the relocation of the minors. -----</p> <p>-----<b>NINTH:</b> The FIRST PART will periodically evaluate the services offered by the SECOND PART. This through monitoring of all processes, review of files, visits to therapeutic homes and interviews with children. It also undertakes to follow up on the treatment plan that is drawn up for the care of minors, with a view to finding a permanent solution for this. -----</p> <p>-----<b>TENTH:</b> The SECOND PART is committed to caring for minors once placed in the Therapeutic Foster Homes Service with due diligence and not to deliver them to any person, natural or legal unless it is with the written authorization of the FIRST PART or its authorized representative. -----</p> <p>-----<b>ELEVENTH:</b> THE SECOND PART commits faithfully not to use the minor custodians of the FIRST PART to collect money, or use their portraits in the donations request, or for any advertising purpose. Nor will assign tasks that are not in line with their</p>
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	<p>age, condition or physical, mental or emotional capacity.-----</p> <p>----<b>TWELFTH:</b> The SECOND PART is obliged to allow First Part duly authorized and identified officials , to have access to the facilities and the minors' files.-----</p> <p>----<b>THIRTEENTH:</b> The SECOND PART comply to keep available for examination or inspection by the FIRST PART or its authorized representative, or from the Office of the Comptroller of Puerto Rico, all the files, documents and data related to the matters covered by this contract.-----</p> <p>----<b>FOURTEENTH:</b> THE FIRST PART may require THE SECOND PART to provide information, documents or any evaluation made to the minors at any time for the purposes established in Law No. 408 of October 2, 2000 and the laws that apply to the Family Affairs Department. -----</p> <p>----<b>FIFTEENTH:</b> The SECOND PART complies to provide a certified copy of the minors' file that includes all the clinical and social information in compliance with Law 408 of October 2, 2000. The SECOND PART shall submit said copy on or before the completion of this contract. -----</p> <p>----<b>SIXTEENTH:</b> The FIRST PART will pay the SECOND PART for the Administrative and Clinical services contracted here.-----</p> <p>----During the term of this contract the maximum amount to be paid by the FIRST PART is <b>TWO HUNDRED AND FIFTY FOUR THOUSAND FIVE HUNDRED FIVE DOLLARS (\$ 254, 505.00)</b> payable from the accounts number: -----</p> <p>-----<b>E-6890-111-1230000-1078-004-2009</b>-----</p> <p>----These federal funds come from the Foster Care and Family Preservation Program. -----</p> <p>----The SECOND PART will keep the costs agreed upon during the duration of this contract. -----</p> <p>----<b>SEVENTEENTH:</b> The SECOND PART is obliged to submit monthly bills for services</p>
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rendered that will be duly received and certified by the authorized representative of the FIRST PART in original and eight (8) copies.-----

----- The SECOND PART agrees to include in each invoice for the services rendered under this contract the following certification, according to Executive Order - OE-2001-73, duly signed by the SECOND PART: -----

-----"Under penalty of absolute nullity, I certify that no public employee of the Family Affairs Department is a party or has any interest in the profits or benefits of the Contract object of this invoice and of being part or having interest in the profits or benefits of the contract, has mediated a prior dispensation. The only consideration to supply the goods or services object of this contract has been the payment agreed with the authorized representative of the Agency. The amount of this invoice is fair and correct.

The services have been rendered and have not been paid. "-----

-----Payment will be made through the Department of the Treasury. The invoices will be sent to the Administration of Families and Minors, Finance Division, P. O. Box 194090, San Juan, P.R. 00919-4090. The payment of this contracted service will be payable to the SECOND PART in a term that will not exceed ninety (90) working days counted from the date of receipt of the invoice. -----

-----The invoices must be submitted to the First Part during the first fifteen (15) days of the month subsequent to the month in which the service was provided, and will contain the name and address of the minors, their date of entrance and date of exit of the Programs of Therapeutic Foster Homes. Also, they will include the number of days the services were rendered, and the total amount to be paid. These invoices must be certified and submitted to payment in a reasonable time according to the procedure of law. -----

-----Payments for services rendered will not be interrupted during the days when minors

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	<p>enjoy permission to leave on weekends, holidays and hospital stays. This as long as the permits have been agreed by the FIRST PART and that they do not exceed thirty (30) consecutive days. -----</p> <p>-----<b>EIGHTEENTH:</b> The FIRST PART may suspend the payment of any invoice to the SECOND PART when it verifies that it has not complied with the terms stipulated in this contract. The FIRST PART shall notify the SECOND PART of its intention to suspend the payment. Once the SECOND PART is notified, it will have 30 days to correct the deficiencies, thus avoiding the suspension of the payment. -----</p> <p>-----<b>NINETEENTH:</b> The SECOND PART agrees to receive and provide services without establishing any discrimination because of race, color, sex, birth, origin, social status, political, religious beliefs, impediments or any other discriminatory cause in the provision of services objects of this contract.-----</p> <p>-----<b>TWENTIETH:</b> THE FIRST PART, by provision of Circular Letter 1300-26-95 of June 10, 1995, is required to retain seven percent (7%) of the payments made to THE SECOND PART, except that the SECOND PART has submitted to the FIRST PART the Withdrawal of Withholding on the Origin of Payments for Services Rendered by Individuals (Form SC2615) issued by the Department of Treasury, in which case the provisions of this document shall be made.-----</p> <p>-----THE FIRST PART shall notify the Income Tax Bureau of the amount accrued by THE SECOND PART for this contract. -----</p> <p>-----<b>TWENTY-FIRST:</b> The FIRST PART states that no official or employee of the Department of the Family or member of their family units has a pecuniary interest directly or indirectly in this contract. Law 12 of June 24, 1985, as amended (3 L.P.R.A Section 1842 et seq.)-----</p> <p>-----<b>TWENTY-SECOND:</b> Both Parties may terminate this agreement at any time before its</p>
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	<p>expiration with the mere notification in writing to the SECOND PARTY thirty (30) days before the date on which the resolution will be effective without the right to additional compensation.-----</p> <p>-----<b>TWENTY-THIRD:</b> The services offered by the SECOND PART will be valid from <b>January 1, 2009 until June 30, 2009 and will be renewed annually, based on the availability of funds.</b> -----</p> <p>-----<b>TWENTY-FOURTH:</b> The negligence, breach of the provisions of this contract, or improper conduct of the SECOND PART in or outside the Family Affairs Department, will constitute sufficient cause to terminate the same immediately, without the need for prior notification.-----</p> <p>-----<b>TWENTY-FIFTH:</b> The FIRST PART may terminate this contract without prior notification in the event that the SECOND PART is convicted for crimes against the public treasury, faith and public function or involving funds or public property at the state or federal level.-----</p> <p>-----<b>TWENTY-SIXTH:</b> The SECOND PART certifies that it has not been convicted of any crime against the public treasury, faith and public function or involving funds or public property at the state or federal level. Likewise, the SECOND PART accepts that it will be justified cause for the termination of this contract, if I am found guilty of the aforementioned crimes at the state or federal level. -----</p> <p>-----<b>TWENTY-SEVENTH:</b> The SECOND PARTY states that it is not subject to investigation or civil or criminal proceedings for facts related to some of the crimes mentioned in the clause above. In addition, it states that it is clear that it is duty to inform the FIRST PART of any situation that occurs during all stages of this contracting and during the execution of this contract that is related to the aforementioned crimes.-----</p> <p>-----<b>TWENTY-EIGHT: INDEPENDENT CONTRACTOR:</b> Because the SECOND</p>
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	<p>PART is an independent contractor, there is no worker-employer relationship, so the discounts stipulated by law do not apply. Being the SECOND PART an independent contractor and not being an agent of the FIRST PART, the requirements for the acquisition of goods and services that are provided by the regulations of the General Services Administration will not be applicable.-----</p> <p>-----<b>TWENTY-NINTH: ULTRA VIRES:</b> In accordance with law and the rules governing the contracting of services, the parties to this contract acknowledge that they will not continue to provide services under this contract as of their expiration date, unless an amendment signed by the Parties already exists at the expiration date. Services rendered in violation of this clause will not be paid, since any officer requesting and accepting services from the other party in violation of this provision is doing so without any legal authority.----</p> <p>-----<b>THIRTIETH:</b> This contract shall be governed by the provisions of the Law of the Commonwealth of Puerto Rico. -----</p> <p>-----<b>THIRTY-FIRST: CONFLICT OF INTERESTS:</b> The SECOND PART recognizes that in the discharge of its professional function has a duty of complete loyalty to the FIRST PART, which includes not having adverse interests to said government agency. These adverse interests include the representation of clients that have or may have conflicting interests with the FIRST PART. This duty, in addition, includes the continuous obligation to disclose to the FIRST PART all the circumstances of his relations with clients and third parties, and any interest that may influence the FIRST PART at the moment of granting the Contract or during its validity. The SECOND PART represents conflicting interests when, for the benefit of a client, it is his duty to promote what he must oppose in compliance with his obligations to another previous, current or potential client.-----</p> <p>-----The SECOND PART contracted represents conflicting interests when, for the benefit of a client, it is his duty to promote that which they must oppose in compliance with his</p>
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	<p>obligations to another previous, current or potential client. Represents interests in conflict, in addition, when his conduct is described as such in the ethical standards recognized to his profession, or in the laws and regulations of the COMMONWEALTH OF PUERTO RICO.-</p> <p>-----In contracts with companies or firms, it will be a violation of this prohibition for any of its associated directors or employees to engage in the conduct described herein. The SECOND PART will still avoid the appearance of the existence of conflicting interests. -----</p> <p>-----The SECOND PART recognizes the control and scrutiny of the FIRST PART in relation to compliance with the prohibitions contained herein.-----</p> <p>-----If the FIRST PART is understood to exist or adverse interests have arisen with the SECOND PART, it will notify in writing of its findings and its intention to terminate the contract within a period of (30) days. Within said term the SECOND PART may request a meeting in the granted term or if the controversy is not satisfactorily resolved during the meeting granted this contract shall be resolved.-----</p> <p>-----<b>THIRTY-SECOND: INCOME TAX:</b> The contracted party certifies and guarantees that at the moment of signing this contract he has rendered its income tax return during the (5) years prior to this contract and does not owe contributions to the Commonwealth of Puerto Rico, or he is covered by a plan of payment, whose terms and conditions are met. ----</p> <p>-----The contracted Party certifies and guarantees that at the moment of signing this contract it has paid the contributions of unemployment insurance, temporary disability and social insurance for drivers (whichever applies); or is under a payment plan whose terms and conditions are being met.-----</p> <p>-----It is expressly recognized that this is an essential condition of this contract and if the previous certification is not completely or partially correct, this will be sufficient cause for the contracting party to render it ineffective and the contracted party will have to reimburse the contracting party any sum of money received under this contract.-----</p>
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-----The **SECOND PART** submitted to the **FIRST PART** the Certification of Eligibility of Single Registry of Bidders granted by the General Services Administration valid until August 19, 2009. This certificate states that the **SECOND PART** has all of its current and required documents for its hiring in order.-----

-----**THIRTY-THIRD:** Law 147 of June 18, 1980, as amended, better known as the "Organic Law of the Office of Management and Budget" establishes certain restrictions on the use of budget allocations in the year in which general elections are held. During the period between the first of July of the year in which general elections are held and the date of taking possession of the new elected officials in said general elections, it is prohibited to incur expenses or obligations that exceed fifty percent (50%) of the budget allocation of each item. Circular Letter 74-04 of June 21, 2004, as amended, from the Office of Management and Budget establishes that, as a general condition, agencies will avoid formalizing contracts or other obligations that extend beyond the term of six months of the election year. However, due to the need for this service, it is established that the contract will be valid until June 30, 2009. As required by the Circular Letter of reference it is established that the **FIRST PARTY** may cancel this contract at any time before the date of expiration of the contract.-----

-----**THIRTY-FOURTH:** The Parties recognize that no benefit or consideration subject to this contract may be required until it has been submitted for registration in the Office of the Comptroller in accordance with the provisions of Act Number 18 of October 30, 1975, as amended. -----

-----**THIRTY-FIFTH: AMENDMENTS:** The **FIRST PART** may, during the term of this contract, incorporate in writing the changes and additions it deems necessary for a better use of the professional services of the **SECOND PART** in line with the needs of the service.-----

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**ACCEPTANCE AND SIGNATURE**

-----The parties hereby affirm that we have read this contract in all its parts and that it has been drafted in accordance with the agreement, for which we accept it and ratify it in the fullness of its contents, and for this to be confirmed, we sign it on the last page and write our initials to the margin of all the pages.-----

-----In San Juan, Puerto Rico, **December 29, 2008.**-----

**WILDA RAMOS ROMAN**  
**STANDING SUB SECRETARY**  
**FAMILY AFFAIRS DEPARTMENT**

**"SIGNATURE"**  
**LEILA Y. MARTINEZ BUITRAGO**  
**OPERATIONS AND BUSINESS DIRECTOR**  
**P.O. BOX 9915**  
**CAROLINA, P.R. 00988-9915**

**CARMEN R. NAZARIO**  
**ADMINISTRATOR**  
**FAMILY AND MINORS ADMINISTRATION**

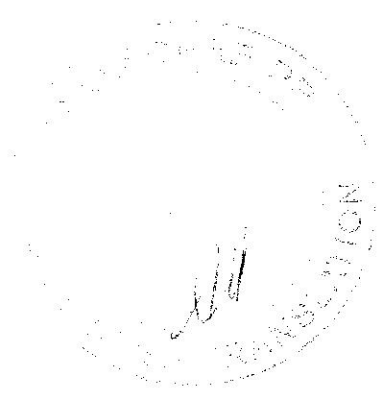
**FIRST PART**

**SECOND PART**

I, SARA DOMINGUEZ, FAMILY AND MINORS ADMINISTRATION ATTORNEY, CERTIFY THAT I HAVE REVISED THIS CONTRACT IN ALL ITS DETAILS AND HAVING FOUND THE SAME SATISFACTORY FROM THE POINT OF LEGAL VIEW, RECOMMENDS ITS SIGNATURE.

**"SIGNATURE"**

**DEC -29-08**  
**DATE**



**SYDL-#09-191-CENTRO DE ORIENTACION Y AYUDA PSIQUIATRICA, INC**

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Con fecha del 12 de febrero de 2019, el suscribiente, certificó la traducción realizada adjunta, sobre:

1. Contrato de Servicios de Hogares de Crianza Terapéuticos

Yo, Alex Morales, Certifico que soy fluido y competente para traducir en los idiomas del Inglés al Español y del Español al Inglés, certificados por los Intérpretes y Traductores del Condado de Palm Beach desde 2004.

Certifico hoy 12 de febrero de 2019 para que así conste.

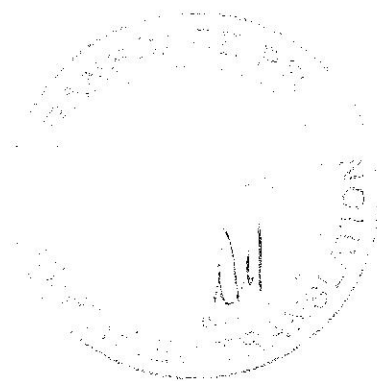
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Dated February 12, 2019, the undersigned certified the translation made and enclosed, RE:

1. Services Contract for Therapeutic Foster Homes

I, Alex Morales, certify that I am competent and fluid to translate in the languages English to Spanish- Spanish to English; certification issued by Interpreters and Translators of Palm Beach County since 2004.

I certify today February 12, 2019 for the record.



  
Alex Morales  
Traductor e Intérprete  
(Translator and Interpreter)  
TransCare PR, Inc.  
787 232 2768



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